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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

MUHAMMAD JAMIL, an individual;
VAIBHAV PATEL, an individual;
ABDULLAH ALNOMAN, an individual;
and, MOHAMMED ALI, an individual

Plaintiffs,
vs.

RASIER, LLC., a Foreign Limited Liability
Corporation; DOE DRIVER; DOES 1-20 and
ROE BUSINESS ENTITIES 1-20, inclusive,

Defendants.

CASE NO.: 2:24-CV-01201 -GMN-NJK

**STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE AND
AGREEMENT FOR PRIVATE BINDING
ARBITRATION**

This Stipulation and Order of Dismissal and Agreement for Private and Binding Arbitration (hereinafter "Agreement") is entered into by Plaintiffs, MUHAMMAD JAMIL, VAIBHAV PATEL, ABDULLAH ALNOMAN AND MOHAMMED ALI ("Plaintiffs"), and Defendant RAISER, LLC ("Defendant"), (collectively referred to as the "Parties"), as an alternative method of resolving a dispute that has allegedly arisen from a May 30, 2022 automobile accident and subsequent claims handling, which culminated in a lawsuit styled *Muhammad Jamil, Vaibhav Patel, Abdullah Alnoman and Mohammed Ali v. Raiser, LLC*, currently pending in the United States District Court, District of Nevada, Case No. 2:24-CV-01201. Plaintiff is represented by Charles S. Jackson, Esq. of the RICHARD HARRIS LAW FIRM and Defendant is represented by David M. Sexton, Esq. of HALL & EVENS, LLC.

The following terms and conditions of this Agreement will become effective upon the



signature by the Parties and the execution and filing of the same by this Court.

1
2 1. To resolve all disputes and controversies between the Parties arising out of and
3 relating to the subject automobile accident and subsequent claims handling, the Parties have agreed
4 to place this matter into private binding arbitration with the Honorable Abbi Silver.

5 2. For an in consideration of the mutual covenants and promises made herein, the Parties
6 enter into this Agreement and agree to be bound by its terms as fully stated herein.

7 3. The parties agree that the arbitration shall be binding and shall be the sole and final
8 resolution and adjudication of Plaintiffs' claims against Defendant, which is any way arise out of or
9 relate to the May 30, 2022, accident and any claims handling or claims decision making. This clause
10 and mutual promise are of the essence to this Agreement. The arbitrator's decision and award shall
11 be the sole basis for recovery on these claims and shall be final and binding. The Parties agree that
12 there shall be no right of appeal of the arbitrator's decision to any trial court, court of appeals, the
13 Nevada Supreme Court, or to any other court, forum, person or entity, or the arbitrator himself.
14 Likewise, the Parties agree that there shall be no right to submit a Motion for Reconsideration or
15 similar or equivalent motion or request to the arbitrator.
16

17 5. The arbitrator will only be asked to resolve the issue of Plaintiff's legal entitlement,
18 if any, subject to all terms, conditions, and offsets under the policy of law. In other words, the
19 arbitrator shall determine fault for the accident (and apportion it appropriately if necessary), and the
20 extent of Plaintiffs' damages by placing a fair and equitable total value (which includes medical
21 specials, income loss, and other special damages and general damages) on the Plaintiffs' claims, and
22 the application of any of the policy terms, offsets, conditions and exclusions, if applicable. The
23 arbitrator will not be asked to and will not consider any alleged claims handling/decision-making
24 issues or liability for extra-contractual claims including but not limited to, breach of implied
25 covenant of good faith and fair dealing, statutory claims handling violations or liability for punitive
26 or other extra-contractual damages, as such extra-contractual claims and damages, have been and
27
28



are expressly waived by Plaintiffs and dismissed with prejudice by this Agreement.

6. The parties will jointly select a single arbitrator to serve as the arbitrator of this case.

7. Plaintiffs, through this Agreement, agree to dismiss the present lawsuit with prejudice that is currently on file in the United States District Court, District of Nevada, with each party to bear its own fees and costs.

8. The Parties shall advise the arbitrator of an agreement for binding arbitration and proceed in a manner that is agreeable to the Parties and the arbitrator. The Parties shall be allowed to conduct any reasonable discovery permitted under the Nevada Rules of Civil Procedure. The arbitrator shall resolve any and all discovery disputes, including the scope of permitted discovery. Subpoenas can be issued and enforced pursuant to NRS 38.233. Arbitration briefs and exhibits are to be submitted in accordance with the instructions and desires of the arbitrator.

9. The arbitration hearing will be held at a mutually agreed upon date.

10. The arbitrator shall be given discretion to conduct the arbitration hearing in an informal and expeditious manner allowing for such testimony or evidence as is needed to reach a decision. The parties may submit, and the arbitrator may consider written expert reports consistent with the format requirements of Nev. R. Civ. P. 26(a)(2) in lieu of live expert testimony.

12. The arbitrator shall not be permitted to make an award of attorney's fees, legal costs, or interest to any party. An Offer of Judgment will have no effect.

13. Payments of the sum awarded, as limited by the parameters set forth herein, shall be made no later than 20 days after service of the arbitrator's decision.

14. The parties agreed to equally share and pay for the arbitrator's fees and costs.

15. This Agreement is binding on the Parties, their heirs, executors, administrators, personal representatives, legal representatives, and other such persons or entities.

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16. The terms and conditions of this Agreement may be modified upon the written and mutual agreement of the parties.

DATED this 29th day of August, 2024.

DATED this 29th day of August, 2024.

RICHARD HARRIS LAW FIRM

HALL & EVANS, LLC

/s/ Charles S. Jackson, Esq.

/s/ Kurt R. Bonds, Esq.

CHARLES S. JACKSON, ESQ.

Kurt R. Bonds, Esq.

Nevada Bar No. 13158

Nevada Bar No. 6228

801 S. Fourth St.

David M. Sexton, Esq.

Las Vegas, NV 89101

Nevada Bar No. 14951

Attorneys for Plaintiff

1160 North Town Center Drive, Suite 330

Las Vegas, NV 89144

Attorneys for Defendant Raiser, LLC



**RICHARD HARRIS
LAW FIRM**

ORDER

IT IS SO ORDERED.

Dated this 29 day of August, 2024.

UNITED STATES DISTRICT COURT JUDGE

From: [Sexton, David M.](#)
To: [Mary Eagar](#); [Bonds, Kurt R.](#)
Cc: [Charlie Jackson](#)
Subject: RE: Jamil et al v. Raiser, LLC / Case 2:24-cv-01201-GMN-NJK
Date: Wednesday, August 28, 2024 4:28:29 PM
Attachments: [image005.png](#)
[image006.png](#)
[HELogo-600_1647bba9-82b6-4878-b39e-e05e65e25e7e.png](#)
[mansfield-law-firm-participation-badge-3-2024-2025_fd28af08-13d0-496c-88e9-32706709522f.png](#)

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Hi Mary,
Thanks for following up. The SAO is approved. Please use Kurt's e-signature and submit to the Court.
Best,

David M. Sexton | Senior Associate
sextond@hallevans.com
Tel: 702-982-6344

Hall & Evans, LLC
1160 North Town Center Drive, Suite 330
Las Vegas, NV 89144



AZ | CO | ID | IL | MO | MT | NM | NV | UT | WY

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Mansfield Rule
Participating Law Firm
2024-2025

DIVERSITY

From: Mary Eagar <mary@richardharrislaw.com>
Sent: Wednesday, August 28, 2024 4:22 PM
To: Sexton, David M. <sextond@hallevans.com>; Bonds, Kurt R. <bondsk@hallevans.com>
Cc: Charlie Jackson <Charlie@richardharrislaw.com>
Subject: RE: Jamil et al v. Raiser, LLC / Case 2:24-cv-01201-GMN-NJK

Good afternoon:

Following up on the SAO for Arbitration. Did you have a chance to review it with your client so we can get it filed?

Thanks,

Mary Eagar
Paralegal